

**EXHIBIT 3**

**Amended New Party/Midland Commitment**

**INNKEEPERS USA TRUST**  
340 Royal Poinciana Way, Suite 306  
Palm Beach, Florida 33480

As of March 9, 2011

**Midland Loan Services, a division of PNC Bank, National Association**  
10851 Mastin, 6th Floor, Overland Park, KS 66210  
Attention: Kevin S. Semon  
Vice President, Special Servicing Manager

**Re: Amended and Restated Agreement Relating to Midland Commitment to  
Support Amended Debtor Commitment with New Party under Certain  
Circumstances**

If (i) one or more Termination Events (as defined in the Amended Five Mile/Midland Commitment (as defined herein)) occur under the Second Amended and Restated Binding Commitment Regarding the Acquisition and Restructuring of Certain Subsidiaries of Innkeepers USA Trust entered into by Five Mile Capital II Pooling REIT LLC ("**Five Mile**") and Midland Loan Services, a division of PNC Bank, National Association (as Special Servicer for Bank of America N.A., as Trustee for the Registered Holders of LB-UBS Commercial Mortgage Trust 2007 - C6, Commercial Mortgage Pass-Through Certificates, Series 2007 - C6) (the "**Special Servicer**"), dated March 9, 2011 (the "**Amended Five Mile/Midland Commitment**") as a result of one or more breaches by Five Mile thereunder, and Special Servicer terminates the Amended Five Mile/Midland Commitment, (ii) on or before the date of the Auction (as defined in the Term Sheet attached as Exhibit A to the Amended Debtor Commitment (as defined herein)), Innkeepers USA Trust (together with its wholly owned direct and indirect subsidiaries, the "**Company**") proposes a third party acceptable to the Special Servicer in its sole but reasonable discretion ("**New Party**") to consummate the Transaction (as defined in the Amended Five Mile/Midland Commitment) on the same or better terms as contained in the Amended Five Mile/Midland Commitment, including but not limited to, the limited guaranty of each of Five Mile and Parent Entity (as is defined in the Amended Five Mile/Midland Commitment), and (iii) New Party and Lehman ALI Inc. ("**Lehman**") have entered into a written commitment on the same or better terms as that contained in that certain amended and restated commitment agreement entered into by Five Mile and Lehman, dated March 9, 2011 (the "**Amended Five Mile/Lehman Commitment**") which are expressly supported by Lehman, then, provided that (x) no other Termination Event has occurred (i.e. other than as a result of a breach or breaches by Five Mile), (y) New Party executes and delivers a commitment to the Special Servicer in the same form and substance as the Amended Five Mile/Midland Commitment (containing the guarantees, as referenced above) with such changes that are required to reflect that New Party is replacing Five Mile and any changes to the Transaction that are acceptable to Special Servicer in its sole but reasonable discretion (the "**New Party/Special Servicer Commitment**"), and (z) the


Company, Apollo Investment Corporation (“**Apollo**”), New Party, and Lehman confirm in a writing acceptable to the Special Servicer that they affirmatively and expressly support and are willing to proceed with the transaction as contemplated in the New Party/Special Servicer Commitment and any corresponding modification to the Amended and Restated Binding Commitment Agreement regarding the Acquisition and Restructuring of Certain Subsidiaries of Innkeepers USA Trust entered into by the Company, Five Mile, Lehman, the Special Servicer, and Apollo, dated March 9, 2011 (the “**Amended Debtor Commitment**”), the Special Servicer shall support the Amended Debtor Commitment and any corresponding modification to the Amended Debtor Commitment so long as no termination event occurs thereunder or under the New Party/Special Servicer Commitment. The determination of whether terms are “the same or better” as described herein shall be made by Special Servicer in its sole but reasonable discretion.

This letter agreement amends, restates and supersedes, in its entirety, that certain Agreement Relating to Midland Commitment to Support Debtor Commitment with New Party under Certain Circumstances among the parties hereto, dated January 14, 2011.

This letter agreement shall become effective only if the Amended Five Mile/Midland Commitment becomes effective in accordance with its terms.

Very truly yours,

**INNKEEPERS USA TRUST**  
**(for itself and for its wholly owned**  
**direct and indirect subsidiaries identified**  
**on Exhibit A to the Amended Debtor Commitment)**

By:   
Name:  
Title:

Acknowledged and Agreed:

**Midland Loan Services, a division of PNC Bank, National Association,**  
as Special Servicer for U.S. Bank, National Association as Trustee for the Registered  
Holders of LB-UBS Commercial Mortgage Trust 2007-C6, Commercial Mortgage Pass-Through  
Certificates successor trustee to Bank of America National Association

By: \_\_\_\_\_  
Name:  
Title:

Very truly yours,

**INNKEEPERS USA TRUST**  
**(for itself and for its wholly owned**  
**direct and indirect subsidiaries identified**  
**on Exhibit A to the Amended Debtor Commitment)**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

**Midland Loan Services, a division of PNC Bank, National Association,**  
as Special Servicer for U.S. Bank, National Association as Trustee for the Registered  
Holders of LB-UBS Commercial Mortgage Trust 2007-C6, Commercial Mortgage Pass-Through  
Certificates successor trustee to Bank of America National Association

By:  \_\_\_\_\_  
Name: **Kevin C. Donahue**  
Title: **Senior Vice President**  
**Servicing Officer**